

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION**

In re:

**KWADWO KYEREMATENG,
DEBTOR.**

CHAPTER 13

CASE NO. 20-34008-KRH

**NEWREZ LLC D/B/A SHELLPOINT MORTGAGE
SERVICING,**

MOVANT,

vs.

**KWADWO KYEREMATENG
and CARL M. BATES, TRUSTEE,**

RESPONDENTS.

CERTIFICATE OF DEFAULT

NewRez LLC d/b/a Shellpoint Mortgage Servicing ("Movant"), by Counsel, represents unto the Court as follows:

1. The Debtor failed to comply with the Order Granting Modification of Stay ("Order") which was entered by the Court on May 25, 2021.
2. Counsel for Movant prepared and served a Notice of Default on July 15, 2021.
3. Movant has not received funds in an amount sufficient to cure the Notice of Default, nor has a response to the Notice of Default been filed, and the time for the Debtor to cure the default or to file a response has expired.

NewRez LLC d/b/a Shellpoint Mortgage
Servicing

By: /s/JOHNIE R. MUNCY

Eric D. White, Esquire, Bar No. 21346

Johnie R. Muncy, Esquire, Bar No. 73248

1804 Staples Mill Road, Suite 200

Richmond, VA 23230

D. Carol Sasser, Esquire, Bar No. 28422

596 Lynnhaven Parkway, Suite 200

Virginia Beach, VA 23452

Samuel I. White, P.C.
Tel: (804) 290-4290
Fax: (804) 290-4298(757) 490-8143
jmuncy@siwpc.com

CERTIFICATE OF SERVICE

I certify that on August 10, 2021, a copy of the foregoing Certificate of Default was served via CM/ECF on Carl M. Bates, Trustee, and Suad Bektic, Counsel for Debtor, at the email addresses registered with the Court, and that a true copy was mailed via first class mail, postage prepaid, to Kwadwo Kyeremateng, Debtor, 5673 Hereld Green Drive, Chesterfield, VA 23832.

/s/JOHNIE R. MUNCY
Johnie R. Muncy, Esquire
Samuel I. White, P. C.

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KWADWO KYEREMATENG
and CARL M. BATES, TRUSTEE,

RESPONDENTS.

NOTICE OF DEFAULT

The Movant, by Counsel, states as follows:

1. On May 25, 2021 this Court entered an Order Granting Modification of Stay (the "Order") providing that the Debtor was to cure the existing post-petition default. The Order also states that in the event that the Debtor should fail to make the payments by the dates in accordance with the terms of the Order, or if the Debtor should default in making future monthly, post-petition payments, the Movant may file with this Court and mail to all interested parties a Notice describing the alleged default.

2. The Debtor has defaulted on the loan in failing to make payments required under the Order. The following chart sets forth the post-petition amount due pursuant to the terms of the Order that have been missed by the Debtor as of July 2, 2021:

Number of Missed Payments	From	To	Monthly Payment Amount	Total Missed Payments
3	05/01/2021	07/01/2021	\$1,516.26	\$4,548.78
Less partial payments (suspense balance):				(\$0.00)

Total Payments: \$4,548.78
Notice of Default Fee \$50.00

Total Due \$4,598.78

3. Pursuant to the terms of the Order, within fourteen (14) days of the filing of this notice you may:

- Cure the default by paying the amount of \$4,598.78 to the below listed address; or
- File a response with the Court to this Notice of Default stating that (i) no default exists or (ii) any other reason why an Order granting relief from the automatic stay should not be entered.

4. The default amount must be paid in certified funds, made payable to NewRez LLC d/b/a Shellpoint Mortgage Servicing, and must be received before expiration of this Notice of Default as set forth above. Said funds should be sent to:

Samuel I. White, P.C.
ATTN: Docket Team
1804 Staples Mill Road, Suite 200
Richmond, Virginia 23230

5. In the event funds tendered pursuant to this Notice of Default fail to clear the financial institution, such funds shall not constitute a cure. Please further note that if funds less than the necessary amount set forth above are tendered, same may be applied to the loan, however, unless the full balance is timely received incident to this Notice, an objection is filed or some other relief is pursued as set forth in paragraph 3 of this Notice of Default, this loan will be released from bankruptcy accordingly.

Date: July 15, 2021

**NEWREZ LLC D/B/A SHELLPOINT MORTGAGE
SERVICING**

By: /s/JOHNIE R. MUNCY
Eric D. White, Esquire, Bar No. 21346
Johnie R. Muncy, Esquire, Bar No. 73248
1804 Staples Mill Road, Suite 200
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Samuel I. White, P.C.
Tel: (804) 290-4290
Fax: (804) 290-4298(757) 490-8143
jmuncy@siwpc.com

CERTIFICATE OF SERVICE

I certify that on July 15, 2021, the foregoing Notice of Default was served via CM/ECF on Carl M. Bates, Trustee, and Suad Bektic, Counsel for Debtor, at the email addresses registered with the Court, and that a true copy was mailed via first class mail, postage prepaid, to Kwadwo Kyeremateng, Debtor, 5673 Hereld Green Drive, Chesterfield, VA 23832.

/s/JOHNIE R. MUNCY

Johnie R. Muncy, Esquire
Samuel I. White, P. C.